

G



Canadian National
Illinois Central
17641 So. Ashland Ave
Homewood, IL
60430 - 1345

Paul E. Ladue
Regional Manager
Real Estate - US

708-647-3820
708-206-3514 Fax

April 3, 2001

Mrs. Patricia Lazuka
Village Administrator
CDBG Director
Village of East Hazel Crest
1904 W. 174th Street
East Hazel Crest, IL
60429-1442

4-3

Dear Pat:

This is to confirm our discussion at our meeting on February 26, 2001 in regards to the proposed 171st Street Reconstruction Project ("Project") involving the Illinois Central Railroad Company ("IC"); and the Office Lease Agreement dated September 1, 1999 ("Agreement") between the Village of East Hazel Crest ("Village") and CANAC Inc., both CANAC and IC being wholly owned subsidiaries of Canadian National Railway Company ("CN").

The Village agrees to the following:

1. The Agreement shall be terminated effective August 31, 2001 without penalty including any and all obligations and or liabilities by CN.
2. The Village shall immediately begin to market for lease the facility described in the Agreement at its own cost and expense. In the event that the Village is successful in leasing the facility prior to August 31, 2001, then the Agreement shall be terminated as of the date of the new lease with the new tenant.
3. With regards to the Project, the Village shall propose to include the cost of demolition of the former IC Administration Building located at 171st Street along with the appropriate grading to facilitate entry into CN's Intermodal facility within the Project estimate at no expense to CN. CN understands that these estimates are subject to approval by Cook County and Illinois DOT and that the Village does not guarantee either the demolition or the grading.

Mrs. Patricia Lazuka
April 3, 2001
Page 2

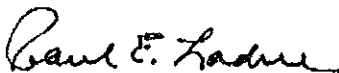
The CN agrees to the following:

1. CN commits to donate the land required by the Project for a proposed storm water retention pond as indicated on the preliminary plan dated 8/14/2000 described as "Exhibit 17" and attached to this letter. CN's commitment is subject to final design approval by CN's Engineering Department and proper handling and relocation of any and all utilities including fiber optics at no expense to CN.
2. CN shall review and determine whether a financial contribution, if any, can be justified by CN toward the eventual replacement and/or maintenance of the pump station for the proposed storm water retention pond.
3. CN shall review and determine whether a financial contribution, if any, can be justified by CN toward the Project beyond the donation of the land as described above.
4. CN shall determine internally as to whether its former IC Administration building located on 171st Street is surplus to CN and can be made available for demolition as part of the Project.

In addition, the Village and CN agree to work together to resolve the property tax issues with Cook County in regards to what both parties believe to be an overstated assessment of taxes against the facility described in the Agreement.

Would you please indicate your agreement as to the above by signing on the space provided below and return one original to me for my records. I look forward to continuing a positive relationship between the Village and CN and thank you for your consideration in our recent meeting.

Very sincerely yours,



Paul E. Ladue
Regional Manager

APPROVED ON BEHALF OF
VILLAGE OF EAST HAZEL CREST





United States Region

Tom Zeinz
Manager Public Works17641 South Ashland Avenue
Homewood, Illinois 60430-1345
T 708.332.3557
F 708.332.3514

4-4

July 14, 2004
22/5Ms. Patricia Lazuka
Administrator
Village of East Hazel Crest
1904 W. 174th Street
East Hazel Crest, IL 60429-1826Subject: Route: FAU 1614 (171st St)
Section: 99-00019-00-WR
Job/Project No. R-55-001-97
Parcel No.: 0001PE
Vicinity Milepost 22.30, Chicago Sub.
In/Near: East Hazel Crest, IL
County: Cook
A15886

Dear Ms. Lazuka:

Enclosed are triplicate original counterparts of an easement agreement, prepared pursuant to your request, to convey a certain permanent easement from Illinois Central Railroad Company (ICRR) to Cook County Highway Department (CCHD), for purposes of construction, and to the Village of East Hazel Crest, for purposes of operation and maintenance, in connection with the proposed project to improve the vertical roadway clearances in the vicinity of the structures which carry ICRR's Chicago Subdivision and Markham Yard tracks over 171st Street.

Ms. Kay B. Bryant, Regional Manager-U.S. Real Estate, has executed these documents on the Railroad Company's behalf. Also enclosed is a certified copy of the Illinois Central Railroad Company's by-laws (see Article V, Section 1) evidencing the authority of the President, Vice Presidents and their designees to execute agreements on the Company's behalf, together with a copy of a statement signed by Claude Mongeau, Executive Vice President and CFO, indicating that such authority has been duly delegated to Regional Managers.

Please arrange for all counterparts to be executed on behalf of the Village and CCHD in accordance with the attached "IMPORTANT NOTICE", then return the counterpart marked "ILLINOIS CENTRAL RAILROAD COMPANY - ORIGINAL" to the undersigned.

Sincerely,

IMPORTANT NOTICE

CORPORATIONS

Agreement must be signed by the President or a Vice President of the Corporation or Company, or be accompanied by a certified resolution of the Board of Directors authorizing execution by a lesser official.

PARTNERSHIP

Agreement must be signed by all of the partners.

MUNICIPALITIES OR GOVERNMENTAL AGENCIES

Agreement must be accompanied by a certified resolution authorizing the official signing the agreement to execute on behalf of the Governmental Body. The resolution should not be certified by the same official that executed the agreement.

Our recommended form of resolution is attached for your use.

After Signature(s), Please Return this Copy to RAILROAD

Illinois Central Railroad Co.
Route: FAU 1614 (171st St)
Section: 99-00019-00-WR
Job/Project No. R-55-001-97
Vicinity Milepost 22.30, Chicago Sub.
In/Near: East Hazel Crest, IL
County: Cook
Parcel Nos.: 0001PE

EASEMENT AGREEMENT

THIS INDENTURE WITNESSETH that the ILLINOIS CENTRAL RAILROAD COMPANY, an Illinois corporation, hereinafter referred to as "Grantor", for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, so far as it lawfully may, unto the COOK COUNTY HIGHWAY DEPARTMENT, for purposes of construction, and to the VILLAGE OF EAST HAZEL CREST, for purposes of operation and maintenance (both COOK COUNTY HIGHWAY DEPARTMENT and the VILLAGE OF EAST HAZEL CREST being hereinafter collectively referred to as "Grantee"), a permanent easement for roadway and drainage improvements pursuant to "FAU Route 1614, 171st Street Reconstruction (Wood Street to Ashland Avenue); S.T.P. Project No.: M-7003-(046)", hereinafter referred to as "Project", over, across and upon the right of way and property of Grantor, in the vicinity of Grantor's Chicago Subdivision Mile Post 22.30 at/near East Hazel Crest, in Cook County, in the State of Illinois, as shown on the print(s) attached hereto and made a part hereof and more particularly described as follows:

A part of the ILLINOIS RAILROAD COMPANY's Chicago Subdivision right-of-way in the East Half of Section 30 and the West Half of Section 29 situated in Township 36 North, Range 14 East of the Third Principal Meridian in Cook County, in the State of Illinois, being more particularly described as follows:

PERMANENT EASEMENT

Parcel No. 0001PE

Station: 56+48.99 to 60+94.98
PIN: 29-30-401-001-0000

ILLINOIS CENTRAL RAILROAD COMPANY - ORIGINAL

That part of the Northeast Quarter of the Southeast Quarter of said Section 30 and the Northwest Quarter of the Southwest Quarter of said Section 29 described as follows:

Commencing at the northwest corner of said Southwest Quarter of said Section 29; thence South 00 degrees 06 minutes 17 seconds East (assumed bearing for purposes of this description) along the West line of said Southwest Quarter, a distance of 33.00 feet to the South line of the North 33.00 feet of said Southwest Quarter and the **Point of Beginning**; thence North 89 degrees 49 minutes 12 seconds East along the last described line, a distance of 22.94 feet; thence South 00 degrees 00 minutes 00 seconds East, a distance of 10.86 feet; thence South 35 degrees 55 minutes 39 seconds West, a distance of 267.35 feet; thence North 89 degrees 47 minutes 28 seconds West, a distance of 288.79 feet; thence North 10 degrees 37 minutes 12 seconds East, a distance of 229.96 feet to the South line of the North 33.00 feet of said Southeast Quarter of said Section 30; thence North 89 degrees 58 minutes 14 seconds East, along the last described line, a distance of 380.33 feet to the Point of Beginning.

Said parcel containing 1.821 acres, more or less.

The grant aforesaid is made solely upon the conditions and limitations hereinafter contained, and Grantee, by its acceptance of the said grant, accepts such conditions and limitations and agrees to the full, strict and prompt observance and performance thereof.

1. The easements granted in this indenture are limited to the uses and purposes hereinbefore expressed and for no other purpose whatever.

2. The Grantee shall perform all work and furnish any material necessary for the construction, reconstruction, rehabilitation, repair, maintenance, use, operation and/or removal of the Project across and upon said easements granted herein and adjacent thereto. All such work shall be in accordance with plans, contract specifications and special provisions which have been approved, in advance, by Grantor's Division Engineer or his duly authorized representative. Should the work be commenced in the absence of a separate agreement by and between the parties hereto specifically providing otherwise, entered into subsequent to the date of this indenture and prior to the commencement of construction of the Project, all such work shall be performed at no cost, risk or expense to Grantor and any provision(s) to the contrary in any and all prior agreement(s) shall be deemed null and void.

3. The Grantor reserves to itself, its grantees (other than the Grantee named in this indenture), licensees, lessees, successors and assigns, the right not only to continue to keep and use or operate all tracks and other facilities or structures now upon or beneath the surface of, or above, the said described premises, but also the right to install and use or operate additional tracks, facilities and structures upon and beneath the surface of, or above, the said described premises and the Grantor reserves also the right to grant to others permission to install and use or operate other facilities and structures, including, but not limited to, underground pipes and conduits, upon and beneath the surface of the said premises, and overhead wires, cables, and poles or other structures for the support of such facilities and structures which may now or hereafter be on the said premises, provided that said installations can be made without interference with the use of the said premises as provided in this easement, impair the highway or interfere with the free and safe flow of traffic thereon. No attachments of any kind will be permitted to be installed on any structure or facility of Grantee without the prior written consent of Grantee which consent shall not be unreasonably withheld.

4. The Grantor does not warrant title to the said described premises in which the foregoing easement is granted and does not undertake to defend Grantee in the peaceable enjoyment thereof, but the grant of easement aforesaid shall be subject to the continuing lien of all lawful outstanding existing liens and superior rights, if any, in and to said premises.

5. If the public use of the easement on the premises described in this indenture for the purposes expressed in it shall be abandoned or discontinued, the said easement shall thereupon cease and determine and Grantee shall surrender or cause to be surrendered to the Grantor, or Grantor's successors or assigns, the peaceable possession of the said described premises, and title to the said premises shall remain in the Grantor, or its successors or assigns, free and clear of all rights and claims of Grantee and of the public for use and occupancy of the said premises. Full and complete title, ownership and use of the Grantor's premises and of the portions thereof herein involved are reserved to Grantor, and its successors or assigns, subject to the right, permission and authority expressly granted in this indenture. Upon termination of the easement for any reason, Grantee shall remove the improvements constructed pursuant to the Project and restore the Grantor's premises to a condition consistent with the adjacent terrain, insofar as such restoration may, in the opinion of Grantor's duly authorized representative, be practicable.

6. Subject to the provisions of the foregoing Section 5, this indenture and the conditions contained in it shall run with the land and be binding upon the respective grantees, licensees, lessees, successors and assigns of the parties.

7. Grantor hereby acknowledges the aforesaid consideration for the easement rights granted in this indenture represents payment in full for the realty interests herein conveyed, including any decrease in value to Grantor's remaining properties resulting therefrom, but Grantor does not waive or release any claim for trespass or negligence

may be caused to the Grantor's remaining properties or facilities.

IN WITNESS WHEREOF, the Grantor has caused this indenture to be signed and its corporate seal affixed by its proper duly authorized officers as of the 7th day of June, 2004.

ATTEST:

Title:

ILLINOIS CENTRAL RAILROAD COMPANY

By

Kay B. Bryant
Kay B. Bryant
Regional Manager
US Real Estate

ACCEPTED:

COOK COUNTY HIGHWAY DEPARTMENT

By

Name (type or print):
Title:

CERTIFIED RESOLUTION REQUIRED

ATTEST:

Title:

ACCEPTED:

VILLAGE OF EAST HAZEL CREST

By

Name (type or print):
Title:

CERTIFIED RESOLUTION REQUIRED

ATTEST:

Title:

G-5



United States Region

Tom Zeinz
Manager Public Works

17641 South Ashland Avenue
Homewood, Illinois 60430-1345
T 708.332.3557
F 708.332.3514

July 14, 2004
22/5

Ms. Patricia Lazuka
Administrator
Village of East Hazel Crest
1904 W. 174th Street
East Hazel Crest, IL 60429-1826

Subject: Route: FAU 1614 (171st St)
Section: 99-00019-00-WR
Job/Project No. R-55-001-97
Parcel Nos.: 0001TE-A thru -F
Vicinity Milepost 22.30, Chicago Sub.
In/Near: East Hazel Crest, IL
County: Cook
A15885

Dear Ms. Lazuka:

Enclosed are triplicate original counterparts of an easement agreement, prepared pursuant to your request, to convey a certain temporary easements from Illinois Central Railroad Company (ICRR) to Cook County Highway Department (CCHD) in connection with the proposed project to improve the vertical roadway clearances in the vicinity of the structures which carry ICRR's Chicago Subdivision and Markham Yard tracks over 171st Street.

Ms. Kay B. Bryant, Regional Manager-U.S. Real Estate, has executed these documents on the Railroad Company's behalf. Also enclosed is a certified copy of the Illinois Central Railroad Company's by-laws (see Article V, Section 1) evidencing the authority of the President, Vice Presidents and their designees to execute agreements on the Company's behalf, together with a copy of a statement signed by Claude Mongeau, Executive Vice President and CFO, indicating that such authority has been duly delegated to Regional Managers.

Please arrange for all counterparts to be executed on behalf of the CCHD in accordance with the attached "IMPORTANT NOTICE", then return the counterpart marked "ILLINOIS CENTRAL RAILROAD COMPANY - ORIGINAL" to the undersigned.

Sincerely,

IMPORTANT NOTICE

CORPORATIONS

Agreement must be signed by the President or a Vice President of the Corporation or Company, or be accompanied by a certified resolution of the Board of Directors authorizing execution by a lesser official.

PARTNERSHIP

Agreement must be signed by all of the partners.

MUNICIPALITIES OR GOVERNMENTAL AGENCIES

Agreement must be accompanied by a certified resolution authorizing the official signing the agreement to execute on behalf of the Governmental Body. The resolution should not be certified by the same official that executed the agreement.

Our recommended form of resolution is attached for your use.

Illinois Central Railroad Co.
Route: FAU 1614 (171st St)
Section: 99-00019-00-WR
Job/Project No. R-55-001-97
Vicinity Milepost 22.30, Chicago Sub.
In/Near: East Hazel Crest, IL
County: Cook
Parcel Nos.: 0001TE-A thru -F

A15855

EASEMENT AGREEMENT

THIS INDENTURE WITNESSETH that the ILLINOIS CENTRAL RAILROAD COMPANY, an Illinois corporation, hereinafter referred to as "Grantor", for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, so far as it lawfully may, unto the COOK COUNTY HIGHWAY DEPARTMENT, hereinafter referred to as "Grantee", temporary construction easements for the purpose of construction of roadway and drainage improvements pursuant to "FAU Route 1614, 171st Street Reconstruction (Wood Street to Ashland Avenue); S.T.P. Project No.: M-7003-(046)", hereinafter referred to as "Project", over, across and upon the right of way and property of Grantor, in the vicinity of Grantor's Chicago Subdivision Mile Post 22.30 at/near East Hazel Crest, in Cook County, in the State of Illinois, as shown on the print(s) attached hereto and made a part hereof and more particularly described as follows:

A part of the ILLINOIS RAILROAD COMPANY's Chicago Subdivision right-of-way in the East Half of Section 30 and the West Half of Section 29 situated in Township 36 North, Range 14 East of the Third Principal Meridian in Cook County, in the State of Illinois, being more particularly described as follows:

TEMPORARY CONSTRUCTION EASEMENT(S)

Parcel No. 0001TE-A

Station: 51+71.96 to 52+86.96

PIN(s): 29-30-401-001-0000
29-30-500-002-0000

That part of the Northeast Quarter of the Southeast Quarter of said Section 30 described as follows:

Commencing at the northeast corner of said Southeast Quarter of said Section 30; thence South 00 degrees 06 minutes 17 seconds East (assumed bearing for purposes of this description) along the East line of said Southeast Quarter, a distance of 33.00 feet to the South line of the North 33.00 feet of said Southeast Quarter; thence South 89 degrees 58 minutes 14 seconds West along the last described line, a distance of 785.04 feet to the Point of Beginning; thence South 00 degrees 01 minutes 46 seconds

ILLINOIS CENTRAL RAILROAD COMPANY - ORIGINAL

East, at right angles to the last described line, a distance of 12.00 feet; thence South 89 degrees 58 minutes 14 seconds West, at right angles to the last described line, a distance of 25.00 feet; thence South 00 degrees 01 minutes 46 seconds East, at right angles to the last described line, a distance of 30.00 feet; thence South 89 degrees 58 minutes 14 seconds West, at right angles to the last described line, a distance of 44.00 feet; thence North 00 degrees 01 minutes 46 seconds West, at right angles to the last described line, a distance of 30.00 feet; thence South 89 degrees 58 minutes 14 seconds West, at right angles to the last described line, a distance of 46.00 feet; thence North 00 degrees 01 minutes 46 seconds West, at right angles to the last described line, a distance of 12.00 feet to the aforesaid South line of the North 33.00 feet of said Southeast Quarter; thence North 89 degrees 58 minutes 14 seconds East along the last described line, a distance of 115.00 feet to the Point of Beginning;

Said parcel containing 0.062 acres, more or less.

Parcel No. 0001TE-B

Station: 52+27.86 to 53+13.86

PIN(s): 29-30-229-009-0000
29-30-500-002-0000

That part of the Southeast Quarter of the Northeast Quarter of said Section 30 described as follows:

Commencing at the southeast corner of said Northeast Quarter of said Section 30; thence North 00 degrees 06 minutes 17 seconds West (assumed bearing for purposes of this description) along the East line of said Northeast Quarter, a distance of 33.00 feet to the North line of the South 33.00 feet of said Northeast Quarter; thence South 89 degrees 58 minutes 14 seconds West along the last described line, a distance of 758.16 feet to the **Point of Beginning**; thence continuing South 89 degrees 58 minutes 14 seconds West on said North line of the South 33.00 feet of said Northeast Quarter, a distance of 86.00 feet; thence North 00 degrees 01 minutes 46 seconds West, at right angles to the last described line, a distance of 38.00 feet; thence North 89 degrees 58 minutes 14 seconds East, at right angles to the last described line, a distance of 86.00 feet; thence South 00 degrees 01 minutes 46 seconds East, at right angles to the last described line, a distance of 38.00 feet to the Point of Beginning;

Said parcel containing 3268 square feet or 0.0075 acres, more or less.

Parcel No. 0001TE-C

Station: 54+48.47 to 55+75.47

PIN: 29-30-401-001-0000

That part of the Northeast Quarter of the Southeast Quarter of said Section 30 described as follows:

Commencing at the northeast corner of said Southeast Quarter of said Section 30; thence South 00 degrees 06 minutes 17 seconds East (assumed bearing for purposes of this description) along the East line of said Southeast Quarter, a distance of 33.00 feet to the South line of the North 33.00 feet of said Southeast Quarter; thence South 89 degrees 58 minutes 14 seconds West along the last described line, a distance of 496.54 feet to the **Point of Beginning**; thence South 00 degrees 01 minutes 46 seconds East, at right angles to the last described line, a distance of 7.00 feet; thence South 89 degrees 58 minutes 14 seconds West, at right angles to the last described line, a distance of 43.00 feet; thence South 00 degrees 01 minutes 46 seconds East, at right angles to the last described line, a distance of 35.00 feet; thence South 89 degrees 58 minutes 14 seconds West, at right angles to the last described line, a distance of 44.00 feet; thence North 00 degrees 01 minutes 46 seconds West, at right angles to the last described line, a distance of 35.00 feet; thence South 89 degrees 58 minutes 14 seconds West, at right angles to the last described line, a distance of 40.00 feet; thence North 00 degrees 01 minutes 46 seconds West, at right angles to the last described line, a distance of 7.00 feet to the aforesaid South line of the North 33.00 feet of said Southeast Quarter; thence North 89 degrees 58 minutes 14 seconds East along the last described line, a distance of 127.00 feet to the Point of Beginning;

Said parcel containing 0.056 acres, more or less.

Parcel No. 0001TE-D

Station: 54+24.46 to 55+84.55

PIN(s): 29-30-229-006-0000
29-30-229-002-0000

That part of the Southeast Quarter of the Northeast Quarter of said Section 30 described as follows:

The South 9.70 feet of the West 98.00 feet of Lot 23, together with the West 45.00 feet (except the South 9.70 feet thereof) of said Lot 23 and the West 98.00 feet of Lot 24 and the South 10.00 feet of Lot 25, together with the West 98.00 feet (except the South 10.00 feet

thereof) of said Lot 25 and that part of the north-south vacated alley lying East of and adjacent to the South 10.00 feet of said lot 25, together with that part of the East 25.00 feet of vacated Paulina Street lying West of and adjacent to said Lots 23, 24 and 25, all in Block 15 in South Harvey, being a subdivision in the South Half of the Northeast Quarter of said Section 30, recorded March 9, 1891 as document number 1430087.

Said parcel containing 0.204 acres, more or less.

Parcel No. 0001TE-E

Station: 58+98.81 to 60+00.81

PIN(s): 29-30-229-002-0000
29-30-229-007-0000

That part of the Southeast Quarter of the Northeast Quarter of said Section 30 described as follows:

The South 9.00 feet of the West 28.00 feet of Lot 30, together with the East 51.00 feet of the West 79.00 feet of said Lot 30 and the South 10.00 feet of the East 7.00 feet of the West 86.00 feet of said lot 30, together with that part of the 16.00 foot wide vacated north-south alley lying West of and adjacent to the South 9.00 feet of said lot 30, all in Block 16 in South Harvey, being a subdivision in the South Half of the Northeast Quarter of said Section 30, recorded March 9, 1891 as document number 1430087.

Said parcel containing 0.045 acres, more or less.

Parcel No. 0001TE-F

Station: 61+00.00 to 61+75.04

PIN: 29-29-100-008-0000

That part of the Southwest Quarter of the Northwest Quarter of said Section 29 described as follows:

Commencing at the southwest corner of said Northwest Quarter of said Section 29; thence North 00 degrees 06 minutes 17 seconds West (assumed bearing for purposes of this description) along the West line of said Northwest Quarter, a distance of 33.00 feet to the North line of the South 33.00 feet of said Northwest Quarter; thence North 89 degrees 49 minutes 12 seconds East along the last described line, a distance of 28.05 feet to the **Point of Beginning**; thence North 00 degrees 10 minutes 48 seconds West, at right angles to the last described line, a distance of 19.00 feet; thence North 89 degrees 49 minutes 12 seconds East, at

right angles to the last described line, a distance of 75.00 feet; thence South 00 degrees 10 minutes 48 seconds East, at right angles to the last described line, a distance of 19.00 feet to the aforesaid North line of the South 33.00 feet of said Northwest Quarter; thence South 89 degrees 49 minutes 12 seconds West along the last described line, a distance of 75.00 feet to the Point of Beginning;

Said parcel containing 0.033 acres, more or less.

The grant aforesaid is made solely upon the conditions and limitations hereinafter contained, and Grantee, by its acceptance of the said grant, accepts such conditions and limitations and agrees to the full, strict and prompt observance and performance thereof.

1. The easements granted in this indenture are limited to the uses and purposes hereinbefore expressed and for no other purpose whatever.

2. The Grantee shall perform all work and furnish any material necessary for the construction, reconstruction, rehabilitation, repair, maintenance, use, operation and/or removal of the Project across and upon said easements granted herein and adjacent thereto. All such work shall be in accordance with plans, contract specifications and special provisions which have been approved, in advance, by Grantor's Division Engineer or his duly authorized representative. Should the work be commenced in the absence of a separate agreement by and between the parties hereto specifically providing otherwise, entered into subsequent to the date of this indenture and prior to the commencement of construction of the Project, all such work shall be performed at no cost, risk or expense to Grantor and any provision(s) to the contrary in any and all prior agreement(s) shall be deemed null and void.

3. The Grantor reserves to itself, its grantees (other than the Grantee named in this indenture), licensees, lessees, successors and assigns, the right not only to continue to keep and use or operate all tracks and other facilities or structures now upon or beneath the surface of, or above, the said described premises, but also the right to install and use or operate additional tracks, facilities and structures upon and beneath the surface of, or above, the said described premises and the Grantor reserves also the right to grant to others permission to install and use or operate other facilities and structures, including, but not limited to, underground pipes and conduits, upon and beneath the surface of the said premises, and overhead wires, cables, and poles or other structures for the support of such facilities and structures which may now or hereafter be on the said premises, provided that said installations can be made without interference with the use of the said premises as provided in this easement, impair the highway or interfere with the free and safe flow of traffic thereon. No attachments of any kind will be permitted to be installed on any structure or facility of Grantee without the prior written consent of Grantee which consent shall not be unreasonably withheld.

4. The Grantor does not warrant title to the said described premises in which the foregoing easement is granted and does not undertake to defend Grantee in the peaceable enjoyment thereof, but the grant of easement aforesaid shall be subject to the continuing lien of all lawful outstanding existing liens and superior rights, if any, in and to said premises.

5. If the public use of the easement on the premises described in this indenture for the purposes expressed in it shall be abandoned or discontinued, the said easement shall thereupon cease and determine and Grantee shall surrender or cause to be surrendered to the Grantor, or Grantor's successors or assigns, the peaceable possession of the said described premises, and title to the said premises shall remain in the Grantor, or its successors or assigns, free and clear of all rights and claims of Grantee and of the public for use and occupancy of the said premises. Full and complete title, ownership and use of the Grantor's premises and of the portions thereof herein involved are reserved to Grantor, and its successors or assigns, subject to the right, permission and authority expressly granted in this indenture. Upon termination of the easement for any reason, Grantee shall remove the improvements constructed pursuant to the Project and restore the Grantor's premises to a condition consistent with the adjacent terrain, insofar as such restoration may, in the opinion of Grantor's duly authorized representative, be practicable. The foregoing notwithstanding, any temporary construction easements conveyed herein shall automatically cease and determine upon completion of the approved work to be performed thereon or upon three (3) years of the date of this indenture, whichever is sooner.

6. Subject to the provisions of the foregoing Section 5, this indenture and the conditions contained in it shall run with the land and be binding upon the respective grantees, licensees, lessees, successors and assigns of the parties.

7. Grantor hereby acknowledges the aforesaid consideration for the easement rights granted in this indenture represents payment in full for the realty interests herein conveyed, including any decrease in value to Grantor's remaining properties resulting therefrom, but Grantor does not waive or release any claim for trespass or negligence against Grantee, or any agent or contractor of Grantee, for any physical damage which may be caused to the Grantor's remaining properties or facilities.

IN WITNESS WHEREOF, the Grantor has caused this indenture to be signed and its corporate seal affixed by its proper duly authorized officers as of the 7th day of June, 2004.

ATTEST:

Title:

ILLINOIS CENTRAL RAILROAD COMPANY

By

Kay B. Bryant
Kay B. Bryant
Regional Manager
US Real Estate

ACCEPTED:

COOK COUNTY HIGHWAY DEPARTMENT

By

Name (type or print):

Title:

CERTIFIED RESOLUTION REQUIRED

APPROVED AS TO	
Real Estate	<u>Hornbuckle</u>
Material Management	<u>T.R.</u>
Engineering	<u>[Signature]</u>
Accounting	<u>[Signature]</u>
Law	<u>[Signature]</u>



VILLAGE OF EAST HAZEL CREST

MUNICIPAL HALL 1904 W. 174th St. • East Hazel Crest, IL 60429-1442

(708) 798-0213 Fax (708) 798-7346

Thomas A. Brown
President

Helen M. Minnis
Clerk

Patricia R. Lazuka
Administrator

Trustees

Jerry Brown

Zoe A. Ewan

David A. Johnson, Jr.

John M. Keams

Daniel A. Smith

Jesus Ortiz, Jr.

February 20, 2004

Mr. Tom Zienz
Canadian National Railroad
17641 So. Ashland
Homewood, IL 60430

Re: Easement procurement

Dear Tom,

After our conversation on Wednesday, I want to be sure that I understand what the Railroad requires in exchange for executing the easement agreements. You spoke of agreements that the railroad wants in place before the easement agreements are released. Please clarify the agreements and which entities are expected to endorse each agreement.

I also want to reiterate that the requirements for the permanent easement (the area designated for the retention pond) have already been met. Please refer to attached copy of the letter from the railroad signed by Paul LaDue. The Village has in essence paid for those easement rights. To withhold execution of this easement agreement conflicts with the arrangement stipulated in the attached letter.

This project is scheduled for letting this summer. It is recognized as a regionally beneficial transportation project and an improvement to the safety of the area. Evidence of this recognition rests in the project's endorsements and funding sources such as Representative Jesse Jackson Jr., IDOT (through CMAQ and Operation Green Light funds), South Suburban Mayors and Managers, Metra, and Cook County. Cook County has agreed to advance the funding needed to allow this project to meet the desired summer letting. We have combined federal, state, and local dollars to help fund this project and received cooperation from IDOT, Metra and the surrounding communities to assure its successful letting and construction.

The next level of procurement is the right-of-way. This project cannot move forward without the executed easement agreements. I would hope to obtain railroad cooperation in this matter in the interest of community development. I have enclosed the title commitment, legal description, and plat for the easements needed as you requested.

Village of East Hazel Crest

Thank you for any help you may provide in expediting this matter

Sincerely,

Patricia Lazuka
Village Administrator, Village of East Hazel Crest
As Representative of Lead Agency

Cc: Thomas A. Brown, President Village of East Hazel Crest
Dave Lowe, Canadian National Railway

Enc.

6-1
MEETING SUMMARY

Attendees: Admin. Patricia R. Lazuka, Village of East Hazel Crest Meeting Date: 11/25/02

Supt. Wally S. Kos, P.E., Cook County Highway Department

Christopher Snyder, P.E., Cook County Highway Department ✓

Thomas Goodwine, CN/IC Railroad

Thomas Zeinz, CN/IC Railroad

Wayne Gartner, CN/IC Railroad

Rod Nagel, CN/IC Railroad

Lynne Corrao, Metra Railroad

William T. Archer, Metra Railroad

Rory Maltrotto, Village of East Hazel Crest

Aaron Fundich, P.E., Robinson Engineering

Joseph Nordman, P.E., Robinson Engineering

William Dolan, Robinson Engineering

Written by: William Dolan/Revised by Joseph Nordman

Date: 4/07/03

Project/Subject: 171st Street Improvement Wood Street to Ashland Ave.

Project No: 99-305.02

A meeting was held at the East Hazel Crest Village Hall on November 25, 2002 at 1:00PM to discuss project coordination and funding for the 171st Street Improvement between Wood Street and Ashland Avenue in the Villages of East Hazel Crest, Hazel Crest, and the City of Harvey. The following is a summary of the issues discussed during the meeting.

1. Existing Conditions

The main objectives of the proposed project are to (1) correct the flooding problems on 171st Street that have been reported by the Village of East Hazel Crest, and (2) lower the road profile to attain standard vertical clearances under the four (4) railroad viaduct bridges. 171st Street is the only east-west crossing of the Metra Electric Line Railroad and the Canadian National/Illinois Central Railroad (CN/IC) through the Village of East Hazel Crest, and based on IDOT traffic counts it carries an average daily traffic of 19,000 vehicles per day. This route is of critical importance to East Hazel Crest emergency vehicles serving both sides of the community. Over the past 25 years, the subway created by lowering the profile of 171st Street to facilitate grade separated crossings of the railroad has a documented history of flooding during heavy rainfall events. Also, trucks often get stuck under the viaducts during all weather conditions. These occurrences result in 171st Street being rendered impassable for hours or days at a time, imposing considerable burdens on East Hazel Crest emergency vehicles and to area traffic as a whole. The railroad bridges are also in need of cosmetic repairs due to spalling of concrete, chunks of which periodically fall into the road and create driving hazards.

With the exception of a some catch basins near the Park Avenue and Ashland Avenue intersections, there are no existing drainage structures for the ¼ mile stretch of 171st Street within the subway area, and the existing roadway profile is flat between the west and east limits of the subway. Approximately 80 acres of railroad property are tributary to the subway area, and runoff from these areas drains unrestricted to 171st Street. Upon investigation of the site it is the opinion of Robinson Engineering that the lack of an adequate subway drainage system has contributed to significant pavement deterioration and undermining of the sidewalks. This is substantiated by the deteriorated pavement and sidewalks, in conjunction with retaining walls that appear to have been subjected to numerous damaging freeze-thaw cycles.

The storm water outlet for most of the subway area is a drainage ditch that runs northeasterly and then northerly from the north side of 171st Street & Ashland Avenue to Center Street and finally to the Cal-Union Drainage Ditch. This ditch, originally constructed 80+ years ago as part of the original subway construction, is in need of maintenance. Dense vegetation, erosion, debris, fallen trees, and sediment buildup have occurred, resulting in loss in conveyance capacity in the ditch, which also drains a considerable area tributary to Ashland Avenue in East Hazel Crest and Homewood.

2. Proposed Improvements

The proposed improvement plan includes lowering the existing profile of 171st Street approximately two feet to provide a minimum vertical clearance of 14'-3" under the four railroad bridges, complete pavement reconstruction within the limits of the improvement, construction of storm sewers, a storm water pump and detention pond, closure of the Park Avenue south approach at 171st Street, relocation of the Park Avenue parking lot access to the 172nd Street/Governors Highway intersection, sidewalk reconstruction throughout the project length, addition of new sidewalk to safely convey pedestrians from 171st Street at Old Ashland Avenue to the 172nd Street/Ashland Avenue intersection, the installation of a modern street light system within the limits of the proposed improvement, and structural repairs and aesthetic improvements to the four railroad bridges. The purpose of the storm water detention facility, which will be located south of 171st Street on CN/IC property, is to separate the subway drainage area from gravity sewer connections to other areas tributary to the 54" Park Avenue storm sewer and 42" Ashland Avenue storm sewer.

3. Project Schedule

All present were advised of other concurrent projects being planned for this area, notably the 159th Street (IDOT) reconstruction project planned for 2004-06, the I-294 Tollway widening (2003-05), Ashland Avenue reconstruction (2004) and Center Street reconstruction (2005 or later). All of the attendees present agreed that it is in the best interest of everyone to complete the 171st Street project prior to 159th Street being closed. Based on this conclusion, this project is on a timeframe to be let in late 2003 with construction in 2004.

Pat Lazuka advised Cook County that East Hazel Crest recommends that the 171st Street project not be constructed concurrently with the Ashland Avenue improvement due to the significant impacts on East Hazel Crest should both projects be underway simultaneously. Supt. Kos indicated the County will reconsider the Ashland Avenue timetable should 171st Street successfully go to construction in 2004.

4. Property Conveyance - Detention Facility

As part of previous negotiations with the Village of East Hazel Crest, and in consideration for adjustments to an unrelated leasing agreement with the Village, the CN/IC Railroad previously agreed to donate the land required for the proposed stormwater detention facility and pumping station. The value of this land donation by the CN/IC Railroad versus the lease agreement adjustment is unknown. This area will be generally confined to the area between the two easternmost railroad bridges, bounded by 171st Street to the north and I-294 to the south. A plat of easement further defining the easement area will be provided upon further progress with the 171st Street design and further coordination with the Illinois Tollway widening project.

Wayne Gartner of CN/IC stated his recollection that the Railroad agreed to convey the property fee simple. Recent soil boring information obtained from the Tollway indicates that contaminated soils exist in some areas west of the proposed pond. Though contamination has not been detected in the area of the proposed conveyance, East Hazel Crest prefers the conveyance to be in the form of an easement instead of a dedication due to the potential risks of contaminated soil or groundwater leaching into the conveyance area. In addition, underground utilities present within the proposed detention area would complicate a fee simple conveyance.

Tom Zeinz of CN/IC stated that Railroad would convey the easement to the party that would have future maintenance responsibilities, and that the CN/IC is not interested in future responsibility for the pump station, force main or pond. Cook County indicated it could potentially take maintenance of the pump station and force main, but not the detention pond. East Hazel Crest will consider performing future maintenance for the pond, however, has concerns with expending local tax dollars for a pond that will serve a County highway and 80 acres of railroad property, and its limited number of public works department employees already have full grass cutting workloads during the summer months. The property conveyance issue will be discussed further at a later date when the plat has been completed and the pond size has been calculated.

5. Railroad Participation Items

Tom Zeinz indicated that the railroad would approve any necessary repairs to the bridges, but indicated a preference to perform this work with its own forces instead of including the work with the roadway contract. The CN/IC will

review its 1918 Resolution with the Township of Thornton with regard to lighting responsibilities at each of their bridges. If their review confirms railroad responsibility for lights, including maintenance, then the railroad would be inclined to participate. However, the CN/IC will not fund bridge lighting for the portion of the west structure owned by Metra. The railroad stated that they will not be responsible for highway lighting elements between the bridge structures. Supt. Kos indicated that Cook County Highway Department would consider future maintenance of the underpass lighting upon resolution of the other outstanding project elements. The Village of East Hazel Crest will maintain highway lighting between the bridges.

6. Bridge Façade Improvements

The Village of East Hazel Crest desires to see facade improvements to the railroad bridge structures to improve the aesthetics of the 171st Street corridor, particularly at the westernmost and easternmost facades near the subway limits. The exact scope of these improvements is not yet defined. The CN/IC does not consider these necessary, and expressed its reluctance to participate in any costs related to façade improvements. Mr. Zeinz did, however, agree to meet with East Hazel Crest at a future date to discuss potential options, provided that funding for such façade improvements would be by others.

7. Sidewalks - The CCHD will participate in sidewalk costs in accordance with its recently published policy update. Maintenance is considered a local responsibility.

8. Project Funding

The total project cost is estimated at \$5.4 million, with committed funding sources to date approximated at \$750,000 from U.S. Representative Jesse Jackson's office, \$1.192 million from the SSMA, and \$500,000 from federal CMAQ and Operation Green Light, for a total of \$2.442 million committed to date. Supt. Kos indicated that Cook County has allocated \$500,000 as a "placeholder" for the project, but that the ultimate County commitment will be dependent upon a successful cost-sharing agreement with the CN/IC for drainage-related matters.

9. 1918 Agreements / Drainage

The basis of key project funding issues lie within a 1918 Agreement between the CN/IC Railroad and the Village of Hazel Crest and a 1918 Resolution between the CN/IC Railroad and the Township of Thornton. These documents outline the responsibilities of the CN/IC Railroad for the construction of the railroad overpasses and corresponding lowering of 171st Street (subway). With regard to drainage, the documents state the responsibility of the Railroad to construct and/or maintain adequate drainage for the subway; including the northeasterly then northerly drainage ditch through the railroad property from 171st/Ashland to the Calumet Union Drainage Ditch. The CN/IC Railroad and the Cook County Highway Department offered the following opinions of what the responsibilities of the Railroad are for this project.

- a. The CN/IC Railroad is of the opinion that the documents do not hold them responsible for funding the drainage portions of the proposed project because this project is primarily a highway improvement, and believes no Railroad funding is necessary because there is no net benefit to the Railroad. CN/IC believes that lowering the road two feet, and adding proper drainage structures, storm sewers and detention facilities relieves them of any responsibility of providing funds for the project, because the proposed project "changes" what was on the original plans at the time of the Agreement and Resolution.
- b. The Cook County Highway Department (CCHD) interprets that the documents hold the Railroad responsible for funding all aspects of the proposed improvement related to drainage within the subway, due to the fact that 171st Street is depressed solely due to the construction of the railroad overpasses built by the Railroad. As explained by Robinson Engineering, the existing subway condition and areas tributary to it, including 80 acres of railroad property, necessitate the proposed drainage improvements. Robinson Engineering also expressed that the lowering of the roadway profile, while providing for desired vertical clearances, is not driving the proposed drainage design. Rather, it is the provision of an adequate drainage system for existing conditions as evidenced by (1) the documented history of flooding problems over the past three decades, (2) the visible subway deterioration resulting in large part from improper drainage over the years, and (3) current observations of standing water throughout the subway area to which the proposed drainage system is designed for. It is the CCHD's belief that the 171st Street drainage facilities were not adequately constructed to handle the storm water runoff from the CN/IC Railroad property and other



properties adjacent to the Park Avenue and/or Ashland Avenue outfalls. The CCHD believes that the CN/IC Railroad is required through the documents to participate in the funding for the proposed drainage system, detention pond/pumping station system, and for restoring the drainage ditch to the original cross section.

The CN/IC acknowledged that minimal, if any, maintenance of the drainage ditch has been performed over the years. The Railroad agreed to review the 1918 Resolution with regard to maintaining this ditch and if they concur that the language obligates them to maintain the ditch, they would review their options to perform the necessary maintenance, including but not limited to contracting the work or participating as part of the proposed roadway project. The railroad has requested an estimate of cost to restore the ditch to its original condition. CCHD will consider future maintenance of the ditch parallel to Center Street subject to further discussions.

Supt. Kos maintained that the County's interpretation of the documents requires the CN/IC to participate in funding the other drainage-related improvements of the subway reconstruction. Total estimated cost for all subway drainage elements, including pumping station, force main, detention pond, storm sewers and ditch improvements, is estimated to be \$1.2 million.

The CN/IC stated its belief that the original subway drainage plan had been sufficient until subsequent roadway resurfacings altered the roadway profile. Design plans from 1918 reviewed at the meeting, however, indicated a completely flat roadway profile (no summit indicated), and showed no provision for collecting water within the subway area. Recent field topography confirms an essentially flat roadway profile with no visible drainage structures. However, additional plans located by CN/IC showed a proposed storm sewer system throughout the length of the subway. Therefore it is unclear whether or not the storm sewer system had been constructed. The Village and County maintain that the existing drainage system is inadequate, as evidenced by frequent flooding and standing water that has been observed by the Village, and is required to be improved independent of whether or not the other project elements are completed.

The Railroad's belief that the proposed drainage improvements are necessary due to the proposed roadway lowering was discussed. It was explained that the need for – and size of – the proposed detention facility is dependent solely upon the 80 acres tributary to the subway area, the percentage of impervious areas within the 80 acres, and the allowable release rate to be pumped to the drainage ditch. The only effect of lowering the roadway 2' is that it will be two feet deeper than would have otherwise been necessary – the required volume remains unchanged – and, due to tailwater effects from the Cal Union Drainage Ditch, the need to separate the subway area drainage from the existing Park Avenue and Ashland Avenue storm sewers holds true regardless of whether or not the roadway is lowered.

The Village and County are pursuing a full-scale highway improvement to address the other primary concerns in the subway area – notably vertical clearances and deteriorated pavement – together with the long-standing drainage problems. Approaching the problem in a comprehensive manner allows for federal transportation funding to be utilized for a substantial portion of the project, and also aims to solve all three major problems together. Cook County believes that the CN/IC remains responsible for drainage portion of the project based on the 1918 documents, and this holds true regardless of whether or not other issues are also being addressed by the proposed improvement project.

10. Discussion of this subject ended without a resolution, but it was agreed to re-visit the drainage issues at a later date. Tom Zeinz questioned whether or not ICC funding has been sought for the project. It was stated that an original application has been on file since 1999, and that an updated application would be sent before the end of 2002. Aaron Fundich of Robinson Engineering, Ltd. will provide cost estimates for the lighting beneath the four railroad bridges, and drainage ditch improvements to the CN/IC.
11. The CN/IC Railroad will not be requesting any new accesses to 171st Street from the Railroad property.
12. At the conclusion of the meeting all agreed to continue negotiations after all parties received meeting minutes and other information as discussed at this meeting.

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MEETING SUMMARY

Attendees: Admin. Patricia R. Lazuka, Village of East Hazel Crest
Superintendent Wally S. Kos, P.E., Cook County Highway
Department
~~Christopher Snyder, P.E., Cook County Highway Department~~
Thomas Zeinz, CN/IC Railroad
Rod Nagel, CN/IC Railroad
Aaron Fundich, P.E., Robinson Engineering
Joseph Nordman, P.E., Robinson Engineering
William Dolan, E.I., Robinson Engineering

Meeting Date: 06/06/03

Written by: William Dolan

Date: 07/28/03

Project/Subject: 171st Street Improvement Wood Street to Ashland Ave.

Project No: 99-305.02

A meeting was held at the East Hazel Crest Village Hall on Friday, June 6, 2003 at 10:00AM to discuss project coordination and funding for the 171st Street Improvement between Wood Street and Ashland Avenue in the Villages of East Hazel Crest, Hazel Crest, and the City of Harvey. The following is a summary of the issues discussed during the meeting.

1) Status of Plans

The plans are 75% complete at this time, and were submitted to CCHD and IDOT on June 2, 2003. Detailed work is still being performed on the retaining walls, lighting and the final design of the detention facility and pump station. Plans will be sent to CN/IC after the preliminary design of the retaining walls has been completed. CN/IC Railroad concurrence on the retaining wall connections to the pile caps is needed. The locations of existing utilities, such as an 8-inch Nicor gas main, 360 Network fiber optics and a 14-inch CN/IC water main, within the Railroad property and along Ashland Avenue still need verification. The CN/IC Railroad specified that the cost of relocating these utilities, if necessary, shall be included as a part of this project. CCHD has requested that the bridge footing depths be verified. CCHD will provide the equipment if REL provides the engineering. Superintendent Kos will confirm that the equipment available for use by CCHD to dig test holes is capable of operating under the bridges. Tom Zeinz commented that the CN/IC believes the bridge plans provided are very accurate.

2) Drainage Update

The purpose of the proposed detention facility is to collect the storm water runoff from the CN/IC property and the 171st Street corridor, and to alleviate the flooding problem on 171st Street during heavy rainfalls. The current design of the detention basin is significantly smaller than the 14.7 acre-ft storage requirement depicted in the Phase I Report. This was achieved first when the area was reduced from 80 acres to 53 acres after REL received the drainage study conducted by CN/IC's engineering consultant. An additional 24 acres was eliminated from the west end of the CN/IC property south of 171st Street through field observations during heavy storm events, field meetings with representatives from CCHD, and additional survey data. This brings the total area of the drainage area of 171st Street down to 29 acres, including the run-off from the tollway, with a corresponding 5 acre-ft storage volume supplied for the 50-yr design storm. This design is contingent upon approval from the CCHD Drainage Department. The resulting detention facility will be 7 feet deep with 5:1 side slopes. Recent borings of the detention facility site indicate that there is no existing contamination or anticipated contamination from sources within the railroad property based upon the proposed design of the detention area.

3) Project Funding

The total construction cost, including non-roadway elements (watermain, lift station, etc.) added since the Phase I estimate is estimated at approximately \$7 million. This estimate includes items eligible for funding by CMAQ, SSMMA, and U.S. Representative Jesse Jackson's office for a total of \$2.536 million. CCHD has indicated that it has allocated funding for up to \$1.4 million of roadway construction items excluding subway related drainage. The Village of East Hazel Crest and CN/IC also have agreed to allocate funding for specific items included in the estimate.

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20/5

a) CN/IC Funding

i) Drainage

Both the CN/IC and CCHD maintain their opinions regarding the 1918 agreements between the CN/IC Railroad and the Village of Hazel Crest, and a 1918 Resolution between the CN/IC Railroad and the Township of Thornton. These agreements have been discussed during a previous coordination meeting held on November 25, 2002 at the East Hazel Crest Village Hall. Due to the fact that 171st Street is depressed solely from the construction of the railroad overpasses built by the Railroad, CCHD is of the opinion that the documents hold the Railroad responsible for funding all aspects of the proposed improvement related to drainage within the subway. CN/IC is of the opinion that the documents do not hold them responsible for funding the drainage portions of the proposed project because this is primarily a highway improvement, and believes no Railroad funding is necessary because there is no net benefit to the Railroad. The CN/IC Railroad maintains that they will not provide any funding for the construction of storm sewers, the detention facility, pump station or force main. Superintendent Kos indicated that if necessary they would introduce a third party to resolve the legal issues of the Agreements.

The CN/IC agreed to perform or cause to be performed ditch dredging from the Ashland Avenue outlet to the point where the ditch parallels Center Street, which is approximately 2120 feet north of 171st Street. This work is estimated at a cost of \$198,000 and includes costs of removing contaminated soils if encountered. CN/IC has proposed to split the cost of dredging the remainder of the ditch along Center Street to the Calumet Union Drainage Ditch with CCHD, on the condition that CCHD accepts future maintenance on the portion of the ditch parallel to Center Street. The shared cost of dredging the remainder of the ditch has yet to be determined. Since this ditch is the outlet for the I-294 widening, the Ashland Avenue Improvements and 171st Street improvements, the railroad agreed to complete the ditch dredging as a separate contract before the start of construction.

ii) Lighting

The CN/IC Railroad agreed to provide funding for the lighting attached to the bridge structures for the sole purposes of lighting the sidewalks, and not for lighting the roadway. This position of CN/IC is based upon their assertion that the 1918 Documents required lighting for pedestrian users only without lighting the roadway. Also, CN/IC will not provide funding for the lighting required through any portion of the West bridge owned by Metra. The cost of lighting the subway bridges, including the roadway and sidewalks, with low-pressure sodium lights has been estimated at \$268,800, which is sufficient to fully comply with federal standards. Both CN/IC and CCHD disagreed with this estimate, and believe that the actual costs are significantly lower. The estimated cost for the roadway lighting between structures is \$70,000. East Hazel Crest will determine if they still wish to include lighting in this project, or if the lighting portion of the improvements will be let as a separate project. REL agreed to revisit their cost estimate, and review existing lighting beneath each structure to establish a basis of "intent" of the lighting references in the 1918 documents.

iii) Bridge Repairs

The railroad will complete certain agreed upon repairs to the bridge structures. These repairs may include repairing spalled concrete, and possibly reconstructing/reconfiguring the wing-walls to stop erosion around the bridge structures. This work could be done through a separate contract, administered by the Railroad.

b) CCHD Funding

The CCHD has indicated that it has allocated \$1.4 million for roadway related improvements, excluding subway related drainage. CCHD will not provide funding for any local utility relocations or street lighting.

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c) East Hazel Crest Funding

i) East Hazel Crest 12" Water Main

This water main will connect the two separate systems the village currently operates, and will be located under 171st Street. The water main costs have been estimated at \$328,380, and will be funded locally by the Village of East Hazel Crest.

ii) Bridge Façade Improvements

The village indicated that they would like to improve the appearance of the railroad bridges. Several options were discussed at the meeting, such as painting or sandblasting the surface. The Railroad indicated that sandblasting would be the best option in their opinion. The railroad indicated that Wayne Gartner of CN/IC should be contacted regarding the removal of any advertising on the structures. Any proposed façade improvements will be sent to CN/IC for approval. Sandblasting costs, if pursued, are to be included with the 171st Street project, because CN/IC will not participate.

d) Remaining Funding Sources

i) CMAQ – Metra

This project has received \$242,000 for the construction of the Commuter Lot at the southwest corner of Park Avenue and 171st Street. This provides for all items necessary to construct the new parking lot including pavement, storm sewer, landscaping and lighting. Pat Lazuka indicated that the building demolition has been included in the Tollway's improvements for I-294.

ii) CMAQ – Roadside Improvements

This project has received \$352,000 for the construction of sidewalk, handrails and retaining walls.

iii) SSMMA & U.S. Representative Jesse Jackson's Office

SSMMA has committed \$1.192 million to the project, and U.S. Representative Jesse Jackson's Office has committed \$750,000 to the project. These funds will be used to cover costs of remaining roadway items, traffic signals and local utility relocations.

iv) Illinois Commerce Commission (ICC) Funding

Recent correspondence regarding potential ICC funding was discussed. Village applications made in 1999 and 2002 were unsuccessful in getting into the current ICC 5-yr plan. Also, a June 4, 2003 letter from ICC indicated that future ICC reimbursement for the project after construction award was unlikely to be approved if not in the ICC 5-year plan.

4) Right-of-Way Acquisition

The CN/IC has agreed to grant a permanent easement to the Village of East Hazel Crest for the detention facility. REL will begin preparing plats for the detention facility as permanent easement to the Village of East Hazel Crest.

The CN/IC has agreed to provide temporary construction easements for the reconstruction of existing access drives to the Railroad property. REL will send a set of plans to the Railroad for review after the driveways have been designed.

Tom Zeinz commented that he has received access easement requests from the Tollway, including an easement crossing through the proposed detention pond area. After discussion, Mr. Zeinz agreed that the one access easement conflicting with the proposed detention pond easement would be tabled until further discussions with the tollway about access options, schedules, etc. CCHD will contact the tollway and inform them of the potential conflict and coordinate a meeting.

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